

31 MAR 81

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SENSITIVE COMPARTMENTED INFORMATION  
NONDISCLOSURE AGREEMENTAn Agreement Between \_\_\_\_\_ and the United States  
(Name - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information involves or derives from intelligence sources or methods and is classified or classifiable under the standards of Executive Order 12065 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment upon being granted access to each category of Sensitive Compartmented Information. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any Sensitive Compartmented Information or description of activities that produce or relate to Sensitive Compartmented Information or that I have reason to believe are derived from Sensitive Compartmented Information, that I contemplate disclosing to any person not authorized to have access to Sensitive Compartmented Information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to Sensitive Compartmented Information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to, anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I have received written authorization from the Department or Agency that last authorized my access to Sensitive Compartmented Information that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the information or materials submitted pursuant to paragraph 4 set forth any Sensitive Compartmented Information. I further understand that the Department or Agency to which I have submitted materials will act upon them, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in the termination of my access to Sensitive Compartmented Information and retention in a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to Sensitive Compartmented Information. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

FORM

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8. I understand that all information to which I may obtain access by signing this Agreement is now and will forever remain the property of the United States Government. I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials, which may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to sensitive Compartmented Information, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns Sensitive Compartmented Information and does not set forth such other conditions and obligations not related to Sensitive Compartmented Information as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12065, as amended, so that I may read them at this time, if I so choose.

12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. I make this Agreement without any mental reservation or purpose of evasion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Social Security Number  
(See Notice Below)

\_\_\_\_\_  
Date

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The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

**Witness and Acceptance:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed Name/SSN (See Notice Below)

\_\_\_\_\_  
Date

**Notice:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

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MASTER

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Approved For Release 2004/05/12 : CIA-RDP85T00788R000100100003-0



SENSITIVE COMPARTMENTED INFORMATION  
DEBRIEFING MEMORANDUM

\_\_\_\_\_  
Date

This memorandum records the fact that I was debriefed on this date on the following Sensitive Compartmented Information (SCI) Special Access Program(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I was shown and given the opportunity to read an unsigned copy of the SCI Nondisclosure Agreement that I previously had signed and was reminded of my continuing obligation to comply with the terms of this Agreement.

\_\_\_\_\_  
Signature (if required by agency providing SCI access)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Social Security Number (see Notice below)

\_\_\_\_\_  
Witness (if required by agency providing access)

I certify that the above debriefing presented by me was in accordance with relevant SCI procedures.

\_\_\_\_\_  
Signature of Briefing Officer

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Date

Notice: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While disclosure of your SSN is not mandatory, your failure to do so may delay the processing of such certification.

Approved For Release 2004/05/12 : CIA-RDP85T00788R000100100003-0

MASTER

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SENSITIVE COMPARTMENTED INFORMATION  
INDOCTRINATION MEMORANDUM\_\_\_\_\_  
Date

This memorandum records the fact that I was briefed on this date on the following Sensitive Compartmented Information (SCI) Special Access Program(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The need for special protection of this material was made known to me, and I was reminded that my access to this material is governed by the terms of the SCI Nondisclosure Agreement that I have previously signed.

\_\_\_\_\_  
Signature (if required by agency providing SCI access)\_\_\_\_\_  
Organization\_\_\_\_\_  
Printed or typed name\_\_\_\_\_  
Social Security Number (see Notice below)\_\_\_\_\_  
Witness (if required by agency providing access)

I certify that the above briefing presented by me was in accordance with relevant SCI procedures.

\_\_\_\_\_  
Signature of Briefing Officer\_\_\_\_\_  
Organization\_\_\_\_\_  
Printed or typed name\_\_\_\_\_  
Date

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APEX NONDISCLOSURE AGREEMENT

An Agreement Between \_\_\_\_\_ and the United States  
(Name - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within the APEX Special Access Control System, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information protected within the APEX system involves or derives from intelligence sources or methods, which the Director of Central Intelligence has the responsibility to protect and is classified or classifiable under the standards of Executive Order 12065 or other Executive Order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment upon being granted access to each category of Sensitive Compartmented Information within the APEX Special Access Control System. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any Sensitive Compartmented Information or description of Sensitive Compartmented Information activities, or which I have reason to believe are derived from Sensitive Compartmented Information, that I contemplate disclosing to any person not authorized to have access to Sensitive Compartmented Information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to Sensitive Compartmented Information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to, anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I have received written authorization from the Department or Agency that last authorized my access to Sensitive Compartmented Information that such disclosure is permitted.

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have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will forever remain the property of the United States Government. I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials, which may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

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13. I make this Agreement without any mental reservation or purpose of evasion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Social Security Number  
(See Notice Below)

\_\_\_\_\_  
Date

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

**Witness and Acceptance:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Printed Name/SSN (See Notice Below)

\_\_\_\_\_  
Date

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